

# EXHIBIT 1

# ROSE

LAW PARTNERS LLP

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May 18, 2023

**BY EMAIL**

Kathleen DeNicola  
41 Idora Avenue  
Haverhill, MA 01832  
kdenicola@elizabethgrady.com

Re: Department of Education's Determination for Elizabeth Grady School of Esthetics and Massage Therapy's Participation in Federal Financial Aid Programs

Dear Ms. DeNicola,

This will confirm that you have retained Rose Law Partners LLP to represent The Elizabeth Grady School of Esthetics and Massage Therapy (the “School”) in connection with the above-referenced matter.

We will devote our best efforts to represent the School in this matter, understanding, of course, that no lawyer can guarantee a particular result in this type of matter. Rose Law Partners LLP will bill you on an hourly basis for the time incurred in this case. My time will be billed at \$400 per hour, and paralegal time will be billed at \$150 per hour. If associates work on the matter, their time will be billed at \$300 per hour. All billing rates are subject to change during the course of our engagement. You will not be billed for in-house photocopying, postage (other than FedEx), meals, local travel, hand deliveries and other internal overhead items. You will be billed, however, for actual costs incurred to outside vendors, including process servers, FedEx, providers of fee-based electronic databases, stenographers, and similar external expense items.

We will keep you informed of the status of the matter, and you will receive copies of pertinent written communications. You will receive an invoice shortly after the first of each month describing the work performed in the prior month. We expect that our bills will be paid promptly upon receipt, and in no event later than 30 days after receipt. Failure to pay any invoice within 30 days after receipt shall be grounds for Rose Law Partners LLP’s termination of this agreement and withdrawal as counsel.

As discussed during our May 17, 2023 phone call, this matter could potentially involve administrative appeals and similar litigation. Litigation is frequently lengthy. Delays can and do

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LAW PARTNERS LLP

May 18, 2023

Page 2

occur. Any estimates we may give you about the length of the case, potential outcomes, or the amount of our fees and costs, are just that: estimates. We are always available to discuss these matters with you.

We require a \$5,000 retainer, which we will hold in the firm's IOLTA account during the pendency of the matter and apply to invoices that remain unpaid for more than 30 days. The amount of the retainer is by no means an estimate of the total cost of our representation in this matter. In the event that the retainer, or any portion of it, is used, you agree to immediately replenish it, and maintain a retainer of \$5,000 throughout this engagement. At the conclusion of the matter, if any portion of the retainer is unused, it will be returned to you. The retainer can be sent to us by overnight check or by wire payment. Our wire information is as follows:

**Banking Information:**

Redacted

**IOLTA Account Information:**

**Name:** Rose Law Partners LLP

**Type of Account:** Checking Account

Account No. Redacted

Routing No. Redacted

Please countersign the following page and return to me a copy of this letter by email, confirming that you understand and agree to the terms of this letter agreement. If you have any questions, please call me to discuss them.

We look forward to representing the School and working with you in this matter.

Very truly yours,

/s/ Sammy S. Nabulsi

Sammy S. Nabulsi

ssn@rose-law.net

SSN/bmg

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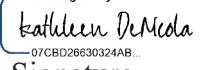
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May 18, 2023

Page 3

The Elizabeth Grady School of Esthetics & Massage Therapy

DocuSigned by:

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07C8D26630324AB...

Signature

Kathleen DeNicola

Print Name

President

Title